

## INTER-AGENCY AGREEMENT

BETWEEN THE

INDIAN HEALTH SERVICE

AND THE

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

I. PURPOSE

The purpose of this agreement between the National Aeronautics and Space Administration (NASA), Office of the Chief Health and Medical Officer (OCHMO), Occupational Health (OH) [from herein referred to as NASA], and the Indian Health Service (IHS), Office of Information Technology (OIT) [from herein referred to as IHS], is to facilitate access and utilization of the IHS Resource and Patient Management System (RPMS) by NASA.

II. AUTHORITY

This agreement is entered into under the Economy Act of 1932, Section 601, as amended (31 United States Code 1535).

III. BACKGROUND

This agreement authorizes the NASA to access and utilize the certified and released IHS RPMS suite of clinical and administrative software applications.

A. NASA Electronic Health Record System (EHRS)

In an effort to effectively track and thereby improve the longitudinal understanding of the health status of the workforce, NASA has set out to implement an EHRS. The EHRS project is a major initiative of the OCHMO to drive the development of an Agency-wide standard delivery and improved level of health care for all employees.

B. IHS RPMS and Electronic Health Record (EHR)

The IHS RPMS includes an integrated suite of software applications that provide data capture and retrieval capabilities for patient-level clinical and administrative data. The IHS RPMS is an integrated solution for the management of clinical and administrative information in healthcare facilities of various sizes and orientations.

#### IV. SCOPE OF WORK

- A. Under this agreement, the IHS will provide the NASA with the following services on behalf of this collaboration:
  - 1. Suite of IHS RPMS software applications available through the public domain and all subsequent RPMS patches and updates.
  - 2. Support of Occupational Health functionality application throughout the development, specifically the provision of appropriate technical assistance.
  - 3. NASA representation on its RPMS end user and IT support groups.
- B. The NASA will provide the IHS with full use of the developed Occupational Health functionality application for use in the RPMS.
- C. Technical Requirements
  - 1. System Acquisition. The IHS is providing NASA with the RPMS applications suite as a Federal open-source application. In addition, the NASA will be responsible for acquiring and maintaining its own proprietary software licenses for any and all underlying operating systems and/or software required for implementing and operating the IHS RPMS. This includes, but may not be limited to, the following acquisition requirements:
    - a. Framework currently owned by the Clinical Informatics Associates, Inc.
    - b. License to use Cache database and annual maintenance fees
  - 2. Application Development. The IHS will provide the necessary technical resources for the development of an application that provides the IHS-EHR with Occupational Health functionality. Support will include but is not limited to application requirements review, modification, and verification prior to application development, and review of vendor activities of application and interface development.
  - 3. Training. The IHS will assist NASA project management with pre-deployment and on-site training activities that will be performed by a support contractor. The IHS will assist NASA project management with training activities directed toward the NASA project team members and user personnel at each of 14 NASA site clinics on a rolling basis. On-site IHS assistance with training activities will be determined by mutual agreement of IHS and the NASA project managers on a case-by-case basis.



4. Deployment. The IHS will provide assistance, in conjunction with NASA project management, with deployment activities, performed by a support contractor. The IHS will assist NASA management with deployment activities as determined by mutual agreement of IHS and the NASA project managers on a case-by-case basis.
5. Future Enhancements. All future enhancements to applications and modules of the IHS EHR that will be used by the NASA will be made available to the NASA EHRS IT personnel.

## V. GENERAL CONCEPTS

### A. For technology resources transferred from IHS to the NASA:

1. The IHS shall provide source code, executable code, and related documentation to NASA for its evaluation of the resources.
2. The IHS shall provide these resources at the sole discretion of NASA's use, applicability, and cost.
3. The NASA understands that all resources provided by IHS may not be fully tested and agree to hold IHS harmless for any errors or omissions.
4. The resources transferred by IHS may have been developed by a commercial vendor, which precludes IHS from providing detailed technical consultation to the NASA.
5. The IHS will make commercial vendor/developer names available to the NASA to engage their services, if required.
6. The NASA understands all costs to develop, modify, upgrade, document, and interface IHS resources with the NASA infrastructure are the responsibility of the NASA.
7. The IHS will provide any future updates and upgrades of the IHS RPMS to NASA without cost.

### B. For technology resources transferred from the NASA to IHS:

1. The NASA shall provide source code, executable code, and related documentation to IHS for its evaluation of the resources.
2. The NASA shall provide these resources at the sole discretion of IHS's use, applicability, and cost.

3. The IHS understands that all resources provided by the NASA may not be fully tested and agree to hold the NASA harmless for any errors or omissions.
4. The technology resources shall become part of the suite of RPMS applications.

## VI. OTHER CONSIDERATIONS

- A. NASA and the IHS will comply with all applicable Federal laws and regulations regarding the confidentiality of health information. Medical records of the IHS and NASA patients are Federal records and are subject to some or all of the following laws: the Privacy Act, 5 U.S.C. 552a; the Freedom of Information Act, 5 U.S.C. 552; the Drug Abuse Prevention, Treatment, and Rehabilitation Act, 21 U.S.C. 1101, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act, 42 U.S.C. 4541, the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1301, VA's Confidentiality of Certain Medical Records, 38 U.S.C. 7332; Confidential Nature of Claims, 38 U.S.C. 5701; Medical Quality Assurance Records Confidentiality, 38 U.S.C. 5705, and Federal regulations promulgated to implement those acts.
- B. No services under this agreement will result in any reduction in the range of services, quality of care or established priorities for care provided to either the NASA service population or the IHS service population.
- C. Both parties to this agreement are Federal agencies and their employees are covered by the Federal Tort Claims Act, 28 U.S.C 1346(b), 2671-2680, in the event of an allegation of negligence. It is agreed that any and all claims of negligence attributable to actions taken pursuant to this agreement will be submitted to legal counsel for both parties for investigation and resolution.

## VII. LIAISON/PROJECT OFFICERS

|               |  |   |
|---------------|--|---|
| Organization: | IHS  | NASA  |
| Name:         | Dr. Theresa Cullen, Senior Medical Informatics Consultant  | Alan Gettleman, Senior Program Analyst  |
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VIII. FINANCE AND ACCOUNTING INFORMATION

This agreement requires no transfer of funds.

IX. DURATION OF AGREEMENT


This agreement becomes effective upon date of signature of both parties and shall remain in effect for two (2) years. After the first two (2) years, on each subsequent anniversary of this agreement, it will be reviewed by both parties, and may be renegotiated, renewed as appropriate, or cancelled by either party. Further, this agreement may be canceled or terminated by either party by advising the other in writing at least 90 days in advance of the cancellation or termination date.

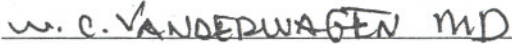
X. MODIFICATION TO AGREEMENT

This agreement may be modified by mutual consent of both parties. The party requesting a modification will initiate its request in writing to the other party. Upon written concurrence, this agreement will be modified accordingly by the attachment of such modification to this agreement.

XI. AUTHORIZING SIGNATURES AND DATES

The undersigned concur with this agreement.

  
Richard S. Williams, M.D. F.A.C.S.  
Chief Health and Medical Officer  
National Aeronautics and Space  
Administration

  
William C. Vanderwagen, M.D.  
Acting Chief Medical Officer and Director  
Office of Clinical and Preventive Services  
Indian Health Service

Date: 21 April 05

Date: 4/21/2005